



**Procedural Guide  
for the  
ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND  
RECREATION GRANT PROGRAM**

**Nonurbanized Area Needs-Basis  
(Competitive) Grants**

**under the**

**Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal  
Protection Bond Act of 2000**

**FOR PURPOSES OF REVIEW ONLY**

**May 19, 2001**

**State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**



A Note to the Reader: The following Guide contains Administrative Standards that are common to all 2000 Bond Act (the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000) programs administered by the Department of Parks and Recreation, Office of Grants and Local Services. This guide also contains additional elements, definitions, and requirements that are specific to the RZH program.

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## OVERVIEW

This procedural guide has been prepared to assist eligible entities in applying for state funds available under the Roberti-Z'Berg- Harris (RZH) Urban Open Space and Recreation Program Grants. It supercedes the September 1988 Guide. This guide is part of a three part series that pertains to the RZH Program: Block Grants, Needs-Basis (Competitive) Urbanized Area and, Needs-Basis (Competitive) Nonurbanized Area. **This guide only covers the Nonurbanized Area Grant Program.**

The RZH Program began in 1976 through passage of SB 174 (Roberti). The criteria and matching requirements were revised in 1984 through passage of AB 737 (Harris).

The purpose of the program is to fund high priority Projects that satisfy the most urgent park and recreational needs in California, with emphasis on unmet needs in the most heavily populated and most economically disadvantaged areas within each Jurisdiction. Local governments in Urbanized Areas receive the greatest portion (83%) of the total program funds as block grants that are allocated on the basis of population. The remaining 17% of the available funds from the RZH program are for Needs-Basis Grants (competitive, Project-by-Project) for both Urbanized and Nonurbanized local agencies and federally recognized California Indian tribes.

The State Department of Parks and Recreation administers this program. It is anticipated that funds for the RZH program will become available after adoption of the state budget for Fiscal Year 2001-2002. More information about the program is available from the Department at (916) 653-7423 or via the Department's web site: <http://parks.ca.gov/grants/index.htm>.

Please note that only Nonurbanized Area Applicants may compete for the Nonurbanized Area funds (see page 6 for program area eligibility). Nonurbanized Area Applicants may compete for a statewide total of \$28,339,000, or 88 percent of the competitive funds.

**Applications for Nonurbanized Area Grants are due November 1, 2001.**

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## I. DEFINITIONS

Capitalized words and terms-other than the first word of each sentence- appear in this guideline. These are defined in the Definitions section below:

**“Acquisition”** means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.

**“Allocation”** means a distribution of funds, or an expenditure limit established for an agency for one or more Projects.

**“Applicant”** means an agency or organization requesting funding from a program administered by the Department.

**“Application”** means the individual Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

**“Appropriation”** means a budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

**“At-Risk Youth”** means person who have not attained the age of 21 years and are at high risk of being involved in, or are involved in, one or more of the following: gangs, juvenile delinquency, criminal activity, substance abuse, adolescent pregnancy, or school failure or dropout.

**“Bond Act”** means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

**“CEQA”** means the California Environmental Quality Act, *Public Resources Code* Section 21000 et. seq, Title 14, California Code of Regulations, Section 15000 et. seq.

**“Competitive”** means the award of monies for one or more Projects for the Acquisition or Development of recreational lands and facilities on a Project-by-Project basis, based upon need, through a Competitive process.

**“Contract”** means an agreement between the Department and Grantee specifying the payment of funds by the Department for the performance of Project goals within the Project Performance Period by the Grantee.

**“Contractor”** means the entity that has been selected by the Grantee to perform Project work.

**“Department”** means the California Department of Parks and Recreation.

**“Development”** means improvements to real property by construction of new facilities or Renovation or additions to existing facilities.

**“Director”** means the Director of the California Department of Parks and Recreation.

**“District”** means:

- Regional park districts formed under Article 3 (commencing with Section 5500) of Chapter 3 of the *Public Resources Code*,
- Recreation and park districts formed under Chapter 4 (commencing with Section 5780) of the *Public Resources Code*,
- Any public utility district formed under Division 7 (commencing with Section 15501) of the Public Utilities Code in a Nonurbanized Area that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by the district.

## DEFINITIONS (continued)

- Any community services district formed under Division 3 (commencing with Section 61000) of Title 6 of the Government Code in a Nonurbanized Area which is authorized to provide public recreation as specified in subdivision (e) of Section 61600 of the Government Code.
- Any memorial district formed under Chapter 1 (commencing with Section 1170) of Division 6 of the Military and Veterans Code that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by the district.
- The Malaga County Water District exercising powers authorized under Section 31133 of the Water Code.
- Any county service area, or zone therein, within the County of San Bernardino which is empowered to provide public park and recreation services pursuant to Chapter 2.2 (commencing with Section 25210.1) of Part 1 of Division 2 of Title 3 of the Government Code, which is actually providing public park and recreation services, and which was reorganized prior to January 1, 1987, from a Park and Recreation District to a county service area or zone.

**“Force Account”** means Project work performed by the Grantee’s own work force.

**“Grantee”** means an Applicant who has a Contract for grant funds.

**“Heavily Urbanized Area”** means a large city with a population of 300,000 or more and a large county or regional park district with a population of 1,000,000 or more, as determined by the Department of Finance on the basis of the most recent verifiable census data.

**“Historical Preservation”** means to take action through construction or other suitable measures to ensure that historical structures and facilities are kept in original or near original condition for public enjoyment.

**“Historical Resource”** includes, but is not limited to, any building, structure, site area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

**“In-Kind”** means those funds, and/or donations, which may be from a non-state source, and which may include local, state, or private funds, as well as materials and services.

**“Indirect Costs”** means those costs which are not attributable to direct Project costs.

**“Innovative Recreation Program”** means specially designed, creative social, cultural, and human service activities which by their nature are intended to respond to the unique and otherwise unmet recreation needs of special urban populations, including, but not limited to, senior citizens, physically or emotionally disabled, chronic and "new" poor, single parents, "latchkey" children, and minorities. The term includes special transportation programs designed to facilitate access of these groups to parks and recreational programs and facilities.

**“Jurisdiction”** means the legal boundary of the grant Applicant, i.e. the city, county, District or tribal boundary.

## DEFINITIONS (continued)

**“Local Agency”** means a city, county, or District that is eligible for one or more of the programs administered by the Department.

**“Match”** means the funds or equivalent In-Kind contributions that are required in addition to grant funds for some programs.

**“Needs-Basis Grant”** means the award of monies for one or more Projects for the Acquisition or Development of recreational lands and facilities on a Project-by-Project basis, based upon need, through a competitive process. Also referred to as a “Competitive grant.”

**“Nonurbanized Area”** means any city, county, or District which does not qualify as an Urbanized Area or Urbanized County under the definitions in Section 5621 (c) of the *Public Resources Code*.

**“Project”** means the Acquisition, Development, enhancement, restoration or other activity to be accomplished with grant funds.

**“Project Officer”** means an employee of the Department, who acts as a liaison with Grantees and administers Bond Act grants.

**“Project Performance Period”** means the period of time that the grant funds are available, and the time in which the Project must be completed, billed and paid.

**“Project Scope”** means the description or activity of work to be accomplished on the Project.

**“Rehabilitation”** means improvements to real property by construction to bring that property to its original or “near” original condition.

**“RZH”** means the Roberti-Z’berg-Harris Urban Open-Space and Recreational Program Act (Chapter 3.2 (commencing with Section 5620)) of the *Public Resources Code*.

**“Safety”** means design and construction of facilities to optimize for safe conditions for park and recreation users. It does not include operating costs for law enforcement.

**“Special Major Maintenance Project”** means a Rehabilitation or refurbishing activity performed on an annual or more infrequent interval, excluding capital improvements and routinized or other regularly scheduled and performed tasks such as grounds mowing, hedge trimming, garbage removal, and watering. Special Major Maintenance Project includes activities which will reduce energy requirements to operate recreational lands or facilities.

**“State Agency”** means an agency of the State of California.

**“Stewardship”** means the development and implementation of a Project for the protection, preservation, Rehabilitation, restoration, improvement of natural systems and outstanding features, and historical and cultural resources.

**“Tenure”** means the Applicant owns the property or has another long-term agreement with the land owner. (See Appendix page 47 for Land Tenure Scale).

**“Urbanized Area”** means a central city or cities and surrounding closely settled territory, as determined by the Department of Finance on the basis of the most recent verifiable census data.

**“Urbanized County”** means any county with a population of 200,000 or greater.

NOTE: Authority Cited: Section 5003; [Public Resources Code](#) . Reference: Section 5096.308 (a), (g) and (j)(1), 5620-5623, and 5627(a), [Public Resources Code](#).



## **II. INTRODUCTION**

### **Departmental Mission**

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

### **Departmental Focus**

As California edges into the 21<sup>st</sup> Century, the most significant aspect of our mission is to ensure that future generations are able to enjoy California's diverse natural and cultural heritage while enjoying its outstanding recreational opportunities.

The Department of Parks and Recreation will play an important role as a leader among park, recreation and resource management service providers. The Department will not only strengthen its bond with its traditional partners, including government agencies, cooperative associations, foundations, user groups, environmental organizations, and numerous other non profits, but will also form new partnerships with a broad range of service providers to ensure the Department connects with all Californians.

Responding to the recreational and open-space needs of a growing population and expanding communities, the 2000 (Bond Act) will revive state stewardship of natural and cultural resources by investing in neighborhood and state parks, coastal beaches, scenic areas, and promoting clean water protection. Local and state parks provide safe places to play in neighborhoods, splendid scenic landscapes, exceptional experiences, and world-recognized recreational opportunities, and in so doing, are vital to California's quality of life and economy.

Together, we share the ability and the responsibility to carry on a proud century-old heritage of stewardship and enjoyment!

### **2000 Bond Act Intent**

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Bond Act), responding to the recreational and open-space needs of a growing population and expanding urban communities, is intended to revive state Stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection and coastal beaches and scenic areas.

### **RZH Intent and Permissible Uses**

As a means of addressing critical neighborhood park needs, the Bond Act provides \$200 million in funds to implement the RZH. \$28,339,000 of these funds will be awarded on a competitive basis to cities located in Nonurbanized Areas, counties with a population less than 200,000, Districts located in Nonurbanized Areas, and federally recognized California Indian tribes located in Nonurbanized Areas. These funds shall be used for the Acquisition, Development/Rehabilitation and Special Major Maintenance of park and recreation lands and facilities, and Innovative Recreation Programs, pursuant to the RZH.

**RZH Intent and Permissible Uses (continued)**

The RZH Grant Program is intended to meet the urgent need for safe, open, and accessible local park and recreational facilities for increased recreational opportunities that provide positive alternatives to social problems.

RZH grants shall be expended for high-priority Projects that satisfy the most urgent park and recreation needs, with emphasis on unmet needs in the most heavily populated and most economically disadvantaged areas within each Jurisdiction. RZH grants to cities, counties, Districts, and federally recognized California Indian tribes are intended to supplement -- not supplant -- local expenditures for park and recreation facilities. They are not to diminish in any way the current efforts for providing park and recreation services.

The Bond Act encourages collaboration (partnerships) on Projects. Applicants are encouraged to seek out suitable partners.

### III. NONURBANIZED AREA NEEDS-BASIS (COMPETITIVE) GRANT PROGRAM DESCRIPTION

#### Funds Available

\$200,000,000 has been allocated for the RZH Block Program. Of that amount, \$28,339,000 is available to Applicants for Nonurbanized Area Needs-Basis Grants.

#### Minimum and Maximum Grant Amounts

The minimum grant amount for a Project is \$30,000.

The maximum grant amount for a Project is \$250,000.

#### State Administrative Costs

The State costs of administering the 2000 Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

#### Eligible Applicants

- Cities located in Nonurbanized Areas
- Districts (as defined on page 1) located in Nonurbanized Areas
- Counties with a population of less than 200,000.
- Federally recognized California Indian tribes located in Nonurbanized Areas

Nonurbanized areas are those areas that are located beyond a central city or cities and surrounding closely settled territory, as determined by the Department of Finance on the basis of the most recent verifiable census data. The most recent verifiable census data are the "Urbanized Areas" maps produced by the Bureau of the Census, an agency of the U.S. Department of Commerce, and based on the 1990 U.S. Census. The next update of these maps will be based on the 2000 Census, but will not be available until late 2002 or early 2003.

Cities, counties, and Districts that received a block grant from the RZH Block Grant Program are located in urbanized areas, and as such, are not eligible for the Nonurbanized Area Needs-Basis Grant Program.

#### Key Dates for the Nonurbanized Area Needs-Basis Grant Program

<u>Date</u>	<u>Activity</u>
November 1, 2001	Application Deadline
July 1, 2004	Grantee must have a fully-executed Contract
March 1, 2009	Project must be completed and all paperwork submitted to the Department

*Note: Authority cited: Section 5003; [Public Resources Code](#). References: Sections 5096.310(f), 5096.332, 5096.333, 5096.336(b), and 5096.367, [Public Resources Code](#).*

## **Eligible Projects**

The following types of Projects are eligible for grant funding. The Local Agency shall adhere to the conditions that apply to these Projects.

### **1. Acquisition**

Acquisition of open space areas is eligible.

Acquisition of historic sites or structures is eligible (see below for more detail).

Acquisition may include developed or undeveloped parcels, fee title, less than fee title, such as easements, rights of way, riparian rights, or any interest sufficient to accomplish Project goals. Priority consideration should be given to open space areas with ready access to large numbers of the immediate population.

Acquisition of lands and structures to be converted to recreation use is also eligible.

Property obtained under the state grant program must comply with provisions of Chapter 16, Sec. 7260 of Div. 7, Title 1 of the Government Code, and state procedures established by the California Department of Parks and Recreation.

Special circumstances apply if the Project involves the Acquisition of agricultural lands or has an impact on those lands. (See Appendix page 55)

### **2. Development/Rehabilitation**

Development of a park that meets the criteria in this Guide is eligible.

Rehabilitation of park, recreation, or historical facilities that are no longer fully serviceable, and that, when rehabilitated, provide expanded or additional recreation or historical opportunities, is eligible.

Adequate Tenure to the property is required for Development/Rehabilitation Projects. Adequate Tenure means the Applicant owns the land or holds a lease or other long-term interest that is satisfactory to the Department. (See Appendix page 47 for Land Tenure Scale)

#### **Historic Preservation**

Projects for Acquisition, preservation, reconstruction, or restoration of historic sites or structures are eligible if they are in a park and recreation area. Projects must appear on one of the following four registration programs: 1) National Register of Historic Places, 2) California Historic Landmark Program, 3) California Register of Historical Resources, or 4) Points of Historic Interest Program.

#### **Or**

If the site is NOT listed in one of these registration programs, the Applicant's governing body may provide a resolution declaring the site to have true historic value, and a declaration of its intent to apply immediately for historic registration.

### 3. Special Major Maintenance

Eligible Special Major Maintenance Projects include Rehabilitation or refurbishing activities performed on an annual or more infrequent interval, excluding capital improvements and routinized or other regularly scheduled and performed tasks such as grounds mowing, hedge trimming, garbage removal and watering. Special Major Maintenance Projects include activities that will reduce energy requirements to operate recreational lands or facilities. Frequent and routinized operation and maintenance, including costs for equipment and personnel, are not eligible.

**IMPORTANT:** No more than 30% of the grant amount received may be used for Special Major Maintenance or Innovative Recreation Programs, or a combination of both. Special Major Maintenance Projects must be used at parks that were acquired or developed with funds from this program.

### 4. Innovative Recreation Program

Eligible Innovative Recreation Programs are specially designed, creative social and human service activities that, by their nature, are intended to respond to the unique and otherwise unmet recreation needs of senior citizens, physically or emotionally disabled, chronic and "new" poor, single parents, "latchkey" children, and minorities, and other special populations. The term includes special transportation programs designed to facilitate access of these groups to parks and recreational programs and facilities.

**IMPORTANT:** No more than 30% of the grant amount received may be used for Special Major Maintenance or Innovative Recreation Programs, or a combination of both.

#### Ineligible Projects

1. Projects located on school properties and used solely for school purposes.
2. Projects on land or improved property acquired by condemnation from an unwilling seller.
3. Projects traditionally provided by the private, non-government sector or by concessionaires, unless it can be shown that no private entrepreneur is willing to provide services, and there is demonstrated need for the Project.
4. Master planning for park Acquisition and Development.
5. Highway beautification and parking for other than recreation purposes.
6. Routine operations and maintenance.
7. Projects funded by grants that supplant—instead of supplement—local expenditures for park and recreation facilities.

## **Matching Requirements**

The minimum local Match is 30% of the allowable Project cost for each Project. Thus, a \$100,000 Project funded by a \$70,000 grant will require a \$30,000 Match. The Match can be calculated as 30% of the Project cost, e.g.  $30\% \times \$100,000 = \$30,000$ . It can also be calculated as 3/7ths of the grant amount, e.g.  $\$70,000 \times 3/7 = \$30,000$ .

**Note: The Match cannot come from State sources, such as other State Grant Programs.**

### **Acquisition Projects**

Grants for Acquisition shall be matched only by money or property donated to be part of the Acquisition Project.

### **Development Projects**

Grants for Development may be matched by monetary or nonmonetary contributions as follows:

1. In-Kind contributions (goods and/or volunteer services) applied to the specific Project during the Project period, including, but not limited to, equipment, consumable supplies, volunteer services, and free or reduced-cost use of lands, facilities, or equipment.
2. Force Account labor (Applicant's employees) costs incurred on the specific Project during the Project period.
3. The value of real property donated for the Project if the recreation Development is to occur on the property and if the Applicant does not take title to the property until after the Development grant agreement is approved by the state. The value of the matching donation will be determined by review of the appraisal.

### **Match from private or nonstate sources**

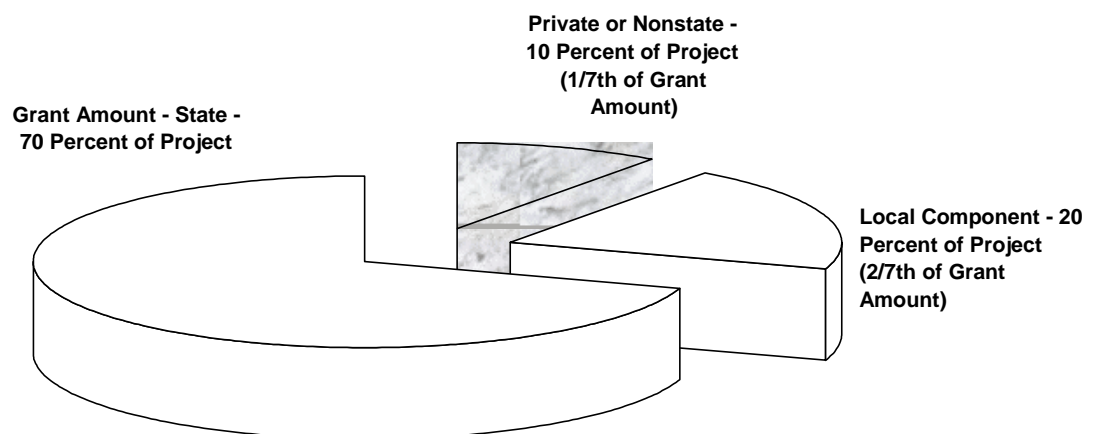
One-third of the local Match, which equals 10 percent of the allowable Project cost (1/7th of the grant amount) must consist of monies or nonmonetary contributions from private or nonstate sources, unless waived (See page 12 for waiver information). The Match from private or nonstate sources can be calculated as 10% of the Project cost, e.g.  $10\% \times \$100,000 = \$10,000$ . It can also be calculated as 1/7th of the grant amount, e.g.  $\$70,000 \times 1/7 = \$10,000$ . The Applicant shall certify to the Department the source and amount of private or nonstate funds (See Appendix page 53 for Match certification). This may be done on a Project-by-Project basis or, if the Applicant chooses, the Match may be calculated as a percentage of the total amount granted in that fiscal year. If done on a Project-by-Project basis, one local Match certification form per Project must be submitted. If calculated as a percentage of the total amount, only one form per fiscal year need be submitted. The certification shall be made at least 30 days prior to actual release of state funds.

**Component of local matching money from private or nonstate sources defined as follows:**

- Cash donations,
- Gifts of real property,
- Equipment and consumable supplies,
- Volunteer services,
- Free or reduced-cost use of lands,
- Facilities or equipment,
- Bequests and earnings from wills, estates, and trusts.

Funds from nonstate sources that qualify include funds from the federal government and local public agencies other than the Applicant. Real property, cash, or other assets required to be transferred to a public agency pursuant to Section 66477 of the Government Code or any other provision of law shall not qualify as funds from a private or nonstate source; however, they shall qualify as the monetary or nonmonetary contribution required to be furnished by the Applicant. The component of local matching money consisting of funds from private or nonstate sources may, at the option of the Applicant, be calculated as a percentage of the total amount granted in that fiscal year to an Applicant, rather than on a Project-by-Project basis.

### State/Local Match



- ☐ Private or Nonstate - 10 Percent of Project (1/7th of Grant Amount)
- ☐ Local Component - 20 Percent of Project (2/7th of Grant Amount)
- ☐ Grant Amount - State - 70 Percent of Project

**CHART**  
**STATE/LOCAL MATCH**  
**ROBERTI-Z'BERG-HARRIS GRANT PROGRAM**

**Matching, Formula** - 70% state and 30% local Match. One-third of local Match must come from private or nonstate sources, unless waived. **The 30% Match can not come from state sources, such as other state grant programs (Per Capita, Habitat Conservation Fund, Urban Centers, Non-Motorized Trails, etc.).**

**ELIGIBLE SOURCES TO MEET MATCHING REQUIREMENT**

**Local Component – 2/7th of Grant Amount**

1. Local Applicant money
2. Lands, cash, or assets transferred to the Project from other local agencies
3. Force Account labor
4. Federal funds
5. Private cash or land donations
6. Any combination of the above

**Private or Non-State Component – 1/7th of Grant Amount**

<b>Development</b>	<b>Acquisition</b>
1. Cash donations, land donations, the equipment, supplies, volunteer labor, free or reduced-cost use of lands, facilities, or equipment, bequests and earnings from wills, estates, and trusts	1. Property donated to be part of Acquisition Project
2. Federal funds	2. Money from private sources
3. Cash from local agencies, other than Applicant	3. Federal funds
4. Any combination of the above	4. Cash from local agencies, other than Applicant
	5. Any combination of the above



## **Criteria for Waiver of Match**

### **Waiver Conditions for 10% Private or Nonstate Match (Acquisition and Development Projects)**

Grantees may request a waiver of the 10% private or nonstate Match. With a waiver, the Grantee is still responsible for a 30 percent local Match, but will not be required to certify that one-third of this 30 percent Match is from private or nonstate sources. It is recommended that this request for waiver be submitted in narrative form to the Department. It may be submitted at the same time the Grantee submits a signed resolution from their governing body to receive a Contract.

The Applicant's matching money from private or nonstate sources shall not be required if the Applicant can comply with Item A **and** Items B or C.

- A. The Applicant currently has available the entire 30% in other eligible matching funds in the event the private or nonstate Match is waived (certification required).

**AND**

- B. There has been an unsuccessful attempt to raise private or obtain nonstate matching funds or contributions for the proposed Project or similar Projects (submit evidence);

**OR**

- C. An attempt to raise funds would, in the estimation of the Applicant, be unsuccessful for two or more of the following reasons:
1. The availability of financial assistance from private or nonstate sources for the Project is limited (submit statement);
  2. The per capita income in the Applicant's Jurisdiction is lower than the statewide average (submit evidence);
  3. The unemployment rate in the Applicant's Jurisdiction is above the statewide average (submit evidence);
  4. Plant or business closure in the Applicant's Jurisdiction has accelerated in the past two years (submit evidence);
  5. The proposed Project is of a nature not likely to attract private or nonstate funds or contributions. This includes, but is not limited to, replacement Projects of existing support facilities (restrooms, parking, irrigation systems, water supply, drainage), site preparation for new developments (grading, utility, fencing), and Acquisition Projects such as in-holdings, easements, and boundary adjustments.

### **Waiver Conditions for Entire 30% Local Match (Acquisition Projects Only)**

A waiver request must accompany the Project Application and include all information requested. A waiver of the entire local Match applies only to Acquisition Projects. Local matching money shall not be required if the Applicant can demonstrate, through supporting evidence, that urgent and unmet land Acquisition needs exist and that all of the following conditions prevail (please submit required materials as indicated):

1. The proposed Project is currently the Applicant's highest priority park Acquisition (submit statement).
2. There is evidence of loss to nonrecreation purposes if the property is not acquired immediately (submit statement).
3. There is an absence of sufficient parkland and recreation facilities within the intended service area (neighborhood, community, region) of the Acquisition proposal (submit statement).
4. In the year in which the grant is to be encumbered, the Applicant does not have other local funds or federal funds that may be used to Match the state grant (submit statement and budget data).
5. More than 15% of the Applicant's population is below the poverty level, as defined and established by statistics from the most recent decennial census (submit statement).
6. The property can be acquired immediately after grant funds are appropriated by the state (submit Acquisition schedule and evidence of a willing seller).

### **IV. IMPORTANT POINTS**

Applicants should consider the following important points when applying for and managing RZH Program funds:

1. Eligible Project costs may be incurred after July 1, 2001, subject to Appropriation in the State Budget. Payments may not be made until there is a fully executed Contract between the Department and the Grantee.
2. Grantees must have a signed Contract within three years from the Appropriation date.
3. At the time of application, the Applicant must provide, at a minimum, either a (1) current notice of exemption filed with the county clerk, or (2) a current and complete initial study with a description of how the applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. If the Applicant has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Applicant directly related to the CEQA process are eligible costs to a maximum of 25% of the total grant amount.
4. The Grantee is expected to complete all funded Projects and submit all documentation by eight years from the date of Appropriation. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.
5. There will be no time extensions allowed under the RZH Program.

## *IMPORTANT POINTS (continued)*

6. For Development Projects, the Applicant must own the land or hold a lease or other long-term interest in the land that is satisfactory to the Department. If a grant Applicant does not have fee title to the lands, the Applicant shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by the Applicant. (See Appendix page 47 for Land Tenure Scale)
7. The Grantee may spend up to 25% of Project grant funds for costs such as plans, specifications, and/or Acquisition documents.
8. Costs related to construction management and grants administration, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
9. All real property shall be acquired from a willing seller and in compliance with current laws governing relocation and Acquisition of real property.
10. CEQA compliance shall be completed one year from the date of award announcement.
11. Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
12. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding from the 2000 Bond Act shall post signs acknowledging the source of the funds. (See Appendix page 49 for Sign Guidelines)

*NOTE: Authority Cited: Section 5003, [Public Resources Code](#). References: Section 5096.302, Sections 5096.331 (a), (b), (c), and (d), Section 5096.342(b), Section 5096.343(a), Section 5623, Section 5627(a), [Public Resources Code](#).*

## **V. GRANT PROCESS**

The following steps summarize the grant process to be taken by the Applicant::

1. Applicant determines eligibility (Urban or Non-Urban) and type of Project for which approval is requested.
2. Applicant determines the amount of funds needed for the Project and Match funding sources.
3. Applicant prepares and submits a grant Application package to the Department, including the signed resolution, by the Application deadline. (See page 15 and Appendix page 26 and page 29)
4. Applicant submits waiver request for matching requirement to THE DEPARTMENT where applicable (can be sent when submitting authorized resolution above). Grantees may request a waiver either on a Project-by-Project basis or by submitting a single request for waiver of this Match to apply to the total grant amount (Allocation of Local Agency). See page 12 for more information on this waiver.
5. The Department evaluates Applications based on eligibility and ranking criteria.
6. The Department selects Applications for funding.

## *GRANT PROCESS (continued)*

7. The Department informs the Applicants of approval/disapproval.
8. The Applicant receives instructions to initiate the grant award process from the Department.
9. The Department sends the contract to the successful Grantee.
10. The Grantee returns a signed copy of the Contract to the Department.
11. The Department returns a fully executed contract to Grantee.
12. Unless waived, the Grantee shall certify to the Department the source and amount of private or nonstate funds at least 30 days before the release of any state funds (See Appendix page 53 for Match certification). This may be done on a Project-by-Project basis or, if the Applicant chooses, the Match may be calculated as a percentage of the total amount granted in that fiscal year (Allocation).
13. Grantee may submit payment request for a 10% advance for Project planning.
14. Grantee commences work on Project and may submit payment request up to 80% of Project grant amount.
15. The Department monitors progress of Project; provides technical assistance to the Grantee; makes progress inspections; and processes Payment Requests from Grantee.
16. Grantee posts 2000 Bond Act signs acknowledging the source of funds.
17. Grantee completes Project and submits Project completion package.
18. The Department Project Officer makes final on-site Project inspection.
19. The Department sends final payment.
20. The Department may perform an audit of completed Project.

## **VI. PROJECT APPLICATION AND SELECTION PROCESS**

### **Number of Copies to Submit**

The Applicant shall submit two copies of the Grant Application.

### **Grant Application**

Unless otherwise specified, the Grant Application shall consist of the following items:

1. Project Proposal Narrative.
2. Authorizing Resolution from governing body (see Appendix page 29).
3. Project Application Form.
4. Project Budget.
5. Waiver request for matching requirement if applicable.
6. Match Certification Form (See Appendix page 53) if Match waiver is not requested, or not granted.

## **Grant Application (continued)**

7. At the time of application, the Applicant must provide, at a minimum, either a (1) current notice of exemption filed with the county clerk, or (2) a current and complete initial study with a description of how the applicant will comply with CEQA.
8. Evidence of adequate land Tenure (lease, joint powers agreement, etc.). (See Appendix page 47)
9. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project.
10. Parcel Map (Acquisition Projects)
11. Acquisition schedule (Acquisition Projects)
12. Site plan (Development Projects)
13. Cost estimate (Development Projects)
14. Source of additional funds.
15. Required Permits.
16. All agreements associated with Project operation and maintenance.
17. Applications shall be accompanied by certification from the Applicant's planning agency that the Project is consistent with the park and recreation element of the city, county General Plan, the district park and recreation plan, or appropriate planning document, and will satisfy a high priority need.

### **Project Proposal Narrative**

Before preparing the project proposal narrative, the Applicant should review the RZH program intent and the evaluation criteria. The information provided in the narrative will play a major role in the Department evaluation and ranking of competing Projects.

The Applicant should view the criteria as a guide in designing the Project and a blueprint for writing the narrative. The theme of RZH is to address California's urgent unmet recreational needs. Accordingly, the narrative should emphasize how the Applicant's Project will alleviate high priority recreational deficiencies within the Applicant's Jurisdiction.

The narrative should be no more than 15 single-sided pages in length, double-spaced, with 12-point font. Please include a one-page summary, which briefly outlines the project and its intended goals.

Applications will be read, compared, and ranked on a relative scale based on response to the criteria in comparison with all other eligible applications.

If a criteria question does not pertain to the Applicant's Project, the Applicant should briefly explain why.

## **Evaluation and Scoring Criteria**

### **NEED – 30 Points**

This is defined as a deficiency of recreational opportunities that meet the intent of RZH.

1. Explain why the proposed Project is a high priority that satisfies the most urgent unmet park and recreation needs of the Applicant's Jurisdiction. Include information on deficiencies of similar recreational opportunities.

### **USERS – 15 Points**

This is defined as who the Project is intended to serve. It provides emphasis for the Need category by underscoring deficiencies in higher populated areas that do not have the economic ability to remedy the deficit.

1. Describe who will use the Project including, but not limited to:
  - a) Estimated number of users to be served.
  - b) Demographic characteristics of intended users.
  - c) Use with regards to current trends in recreation activities among intended users.
2. Discuss how the Project will benefit the economically disadvantaged segments of the community; provide justification.
3. Describe the impact of outside users on the Jurisdiction's recreational facilities and services.
4. Describe how the Project will meet the needs of population groups including but not limited to:
  - a) Senior citizens
  - b) Individuals with disabilities
  - c) At-Risk Youth
  - d) Other special populations

### **LOCATION AND ACCESS – 15 Points**

This is defined as proximity to the population served, access for users, or other factors that will affect use.

1. Describe how the Project is located to serve the user population. Provide a map of the Project site location, relative to the location of the intended users. Include distances to concentrations of population.
2. Describe how the intended users will get to the facilities. Include an explanation of the adequacy of the transportation system (roads, public transit, bike trails, pedestrian paths, parking) and solutions to physical barriers (freeways, railroad tracks, flood control channels, etc.).
3. Describe how the users will have access to the facilities. Include information on hours of operation, available staffing, user fees or any other related factors.

### **COMMUNITY ENHANCEMENT – 15 Points**

These are aspects of the Project that build community, create a sense of place or pride, and generally improve the environment and livability.

1. Explain how the proposed Project enhances the total community environment by improving factors such as the following: open space, Safety, natural habitat, the community's cultural and/or historical assets, visual aesthetics of the community, social conditions of the community, or other relevant factors.
2. Explain how the Project will conserve energy or water, use recycled materials, and/or conserve human or other resources.

### **ORGANIZATIONAL ASPECTS – 10 Points**

This is defined as the Applicant's ability to maintain and operate the Project in the long term, as defined by the Land Tenure Scale (see Appendix page 47).

1. Describe the Applicant's experience in operating this type of Project or other similar Project.
2. Explain how the Project will provide recreational opportunities after the grant funds are expended. Include an explanation of the Applicant's ability to sustain the Project on an ongoing basis, including the Applicant's ability to provide staff to operate and maintain the Project upon completion.

### **READINESS – 10 Points**

This is defined as the time needed to complete the Project and provide recreational opportunities quickly and efficiently.

1. Describe the Applicant's readiness to begin the Project immediately after the funds become available.
2. Provide a schedule for implementation of the Project, including a completion date for the Project and a date for the initiation of use after completion of the Project.

### **SUPPORT AND COLLABORATION – 5 Points**

This is defined as demonstrated community support, or a beneficial partnership with an entity providing park and recreation opportunities or services.

1. Explain how the Project will provide for shared or joint use of the facility, thereby extending the benefits of the Project to entities other than the Applicant.
2. Describe any partnerships with non-profit groups, public agencies, and/or private firms or individuals. Explain the level of commitment and attach any specific agreements of operation or other such documents signed by both parties and/or describe the level of community support. Include such things as petitions, letters of support, or other relevant supporting documentation demonstrating acceptance.

## **VII. ADMINISTRATION PROCESS**

### **Funding Notification**

After ranking, the Department will notify all Applicants of their Applications' funding status. Applicants selected for grant funding will receive instructions to initiate the grant award process.

### **Changes to Project Scope**

A Grantee wishing to change the Project Scope of an approved Project shall submit any changes to the original Project Scope in writing to the Department for prior approval. Any changes in scope shall be in compliance with the intent of the Bond Act and RZH Program.

### **Project Withdrawals**

The Grantee may withdraw a Project. The Grantee shall notify the Department in writing of a Project withdrawal. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the total grant amount.



## Payment Process

The following table illustrates the grant fund payment process for Acquisition and Development Projects:

GRANT FUND PAYMENTS	
ACQUISITION PROJECT	DEVELOPMENT PROJECT
<ol style="list-style-type: none"><li>1. The Grantee may request a 10% advance of the total Project grant amount, as specified in the approved Application.</li><li>2. The Grantee may request up to 80% of the Project grant amount, as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less, after the property is in escrow. This Project advance shall be immediately placed into escrow.</li><li>3. After completion of the Project, the Grantee submits support materials and requests final payment.</li></ol>	<ol style="list-style-type: none"><li>1. The Grantee may request a 10% advance of the total Project grant amount, as specified in the approved Application.</li><li>2. The Grantee may request up to 80% of the total Project grant amount, as specified in the approved Application, either when construction has commenced, or after the construction Contract is awarded.</li><li>3. After completion of the Project, the Grantee submits support materials and requests final payment.</li></ol>

## Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form (See Appendix page 37).

Grantees should allow four to six weeks to receive payment after submitting a completed Payment Request to the Department. When completing the payment request form, all figures should be rounded to the nearest dollar.

## Eligible Costs

Costs related to construction management and grants administration, which can be documented as direct charges, are eligible. Indirect costs are ineligible.

<b>COST</b>	<b>EXPLANATION</b>	<b>EXAMPLES</b>
Preliminary Costs	<ul style="list-style-type: none"> <li>Costs incurred after the date funds have been appropriated by the Legislature.</li> </ul>	<ul style="list-style-type: none"> <li>CEQA Compliance</li> <li>Construction plans.</li> <li>Appraisals.</li> <li>Acquisition documents, etc.</li> </ul>
Personnel or Employee Services	<ul style="list-style-type: none"> <li>Must be computed according to Grantee's prevailing wage or salary scales.</li> <li>Must be computed on actual time spent on Project.</li> <li>Must not exceed Grantee's established rates for similar positions.</li> </ul>	<ul style="list-style-type: none"> <li>Wages and benefits.</li> <li>Work performed by another section/department in agency.</li> </ul>
Consultant Services	<ul style="list-style-type: none"> <li>Costs paid to consultants necessary for the Project.</li> <li>Consultants must be paid in compliance with the Grantee's customary method and rate.</li> <li>No consultant fee shall be paid to Grantee's own employees without prior approval.</li> </ul>	<ul style="list-style-type: none"> <li>Costs paid to consultants necessary for the Project.</li> </ul>
Construction	<ul style="list-style-type: none"> <li>All necessary construction activities.</li> </ul>	<ul style="list-style-type: none"> <li>Facility Development</li> </ul>
Construction Equipment	<ul style="list-style-type: none"> <li>Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes.</li> <li>Grantee may use the California Department of Transportation's equipment rental rates as a guide.</li> <li>Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage.</li> <li>Equipment use charges must be made in accordance with Grantee's normal accounting practices.</li> <li>Project must describe the work performed, the hours used, and related use to Project.</li> </ul>	<ul style="list-style-type: none"> <li>Rental equipment.</li> <li>Leased equipment.</li> <li>Purchased equipment.</li> </ul>
Fixed Equipment	<ul style="list-style-type: none"> <li>Equipment permanently fixed to Project facility.</li> </ul>	<ul style="list-style-type: none"> <li>Picnic tables.</li> <li>Play equipment.</li> </ul>
Construction Supplies and Materials	<ul style="list-style-type: none"> <li>May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those Grantee would pay.</li> <li>Costs may be capitalized according to Grantee's policy.</li> <li>Grantee may only claim those costs reasonably attributable to Project.</li> </ul>	<ul style="list-style-type: none"> <li>Materials such as concrete, wood, etc.</li> <li>Supplies such as hammers or nails.</li> </ul>
Relocation Costs	<ul style="list-style-type: none"> <li>Costs resulting in displacement of person/business.</li> <li>Grantee shall comply with State Relocation Act requirements. (Chapter 16, Section 7260, Government Code)</li> </ul>	<ul style="list-style-type: none"> <li>See Chapter 16, Section 7260, <a href="#">State Government Code</a>.</li> </ul>
Acquisition Costs	<ul style="list-style-type: none"> <li>Costs of acquiring real property.</li> </ul>	<ul style="list-style-type: none"> <li>Purchase price/appraisals.</li> <li>Title/escrow fees.</li> </ul>
Miscellaneous	All project-related costs.	<ul style="list-style-type: none"> <li>Communications expenses</li> </ul>

### **Interest Earned From An Advance**

Any interest earned from an advance shall be returned to the Department unless it is used for Project costs

### **Loss of Funding**

The following actions will result in a Grantee's loss of funding:

- A Grantee fails to obtain a grant Contract within three years of Appropriation of program funds.
- A Grantee withdraws from the grant program.
- A Grantee fails to complete all funded projects and/or fails to submit documentation within eight years of the date of Appropriation of program funds.

### **Site Visits**

The Grantee shall permit periodic on-site visits, including a final inspection of property and/or facilities acquired and developed utilizing 2000 Parks Bond Act funds, to determine if the work performed is in accordance with the approved Project Scope.

### **Public Access**

The Grantee shall provide for public access, in accordance with the intent and provisions of the enabling legislation and/or program.

### **Project Completion**

Upon Project completion, the Grantee submits the final Payment Request form, final Project costs form, and Project Certification Form, which are included in the Project Completion package (See Appendix page 40).

*Note: Authority cited: Section 5003 ; [Public Resources Code](#). References: Sections 5096.331, and 5096.341 (a) and (d)(1), [Public Resources Code](#).*

## VIII. STATE AUDIT

### **Audit Purpose**

Projects are subject to audit by the Department for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which funds were granted.

The Grantee shall have the Project records, including the source documents and cancelled checks, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project in the Grantee's accounting system to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

### **Accounting Requirements**

Grantees shall maintain an accounting system that does the following:

1. Accurately reflects fiscal transactions, with the necessary controls and safeguards.
2. Provides good audit trails, especially the source of original documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled checks, warrant numbers, etc.).
3. Provides accounting data so the total cost of each individual Project can be readily determined.

### **Records Retention**

Projects are subject to audit by the Department for three years following the final payment of grant funds. All Project records must be retained for at least one year following an audit.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.331, [Public Resources Code](#).*

## IX. APPENDICES

## **APPENDIX A – PROJECT APPLICATION**

**ROBERTI-Z'BERG-HARRIS URBAN OPEN-SPACE AND RECREATION PROGRAM  
PROJECT APPLICATION**

CHECK ONE

*Block Grant*

*Urbanized Area Needs Basis Grant*

*Nonurbanized Area Needs Basis Grant*

☐☐☐

PROJECT NAME

Amount of Grant Request \$ \_\_\_\_\_

Amount of Matching Funds \$ \_\_\_\_\_

Estimated Total Project Cost \$ \_\_\_\_\_

Source of Matching Funds \_\_\_\_\_

Grant Applicant (*Agency and address-incl. Zip code*)

COUNTY

NEAREST CITY

PROJECT ADDRESS

NEAREST CROSS STREET

SENATE DISTRICT NO.

ASSEMBLY DISTRICT NO.

Grant Applicant's Representative Authorized in Resolution

Name (*type*)

Title

Phone

Person with day-to-day responsibility for Project (*if different from authorized representative*)

Name (*type*)

Title

Phone

Brief description of Project

**Land Tenure** – Project is: \_\_\_\_\_ acres:

Census tract number in which Project is located: \_\_\_\_\_

\_\_\_\_\_ Acres owned in fee simple by Grant Applicant

Estimate start Project

Complete Project

\_\_\_\_\_ Acres available under a \_\_\_\_\_ year lease (enclosed)

Date

Date

\_\_\_\_\_ Acres other interest (*explain*) \_\_\_\_\_

I certify that the information contained in this Application, including required attachments, is accurate and that I have read and understand the important information and assurances on the reverse of this form.

Signed \_\_\_\_\_

Grant Applicant's Authorized Representative as shown in Resolution

Date

## PROJECT APPLICATION

To apply, submit one copy each of the applicable documents listed below.

1. \_\_\_\_ A completed Application form signed by the person authorized in your resolution.
2. \_\_\_\_ The resolution from your governing body authorizing the Application. (Needs basis)
3. \_\_\_\_ Environmental Impact Report or Negative Declaration and a copy of the Notice of Determination showing the county clerk's stamps, or, if applicable, a copy of the Notice of Exemption if the Project is categorically exempt, or the reason why CEQA does not apply. Clearinghouse response is required if you have an EIR or Negative Declaration for the Project.
4. \_\_\_\_ A city or county street map showing the Project location with sufficient detail to find the site.
5. \_\_\_\_ If property to be developed is not owned in fee, evidence of adequate land Tenure. (Copies of leases, joint powers agreements, permits, etc.)
6. \_\_\_\_ A site plan for Development Projects. Map of the overall park showing location of Project facilities, details of access, water, power and sanitation.
7. \_\_\_\_ Cost estimate. A detailed estimate of all Projects costs.
8. \_\_\_\_ Acquisition map and Acquisition schedule listing number of parcels, size, approximate date of Acquisition and cost (Acquisition Projects only).
9. \_\_\_\_ Summary of comments made at a public hearing concerning any Acquisition that impacts productive agricultural lands (Acquisition Projects only).
10. \_\_\_\_ Local Match Certification Form or Request for waiver of Match from private or nonstate sources.
11. \_\_\_\_ A list of all funds, over and above the grant requested, that will be used for the Project.
12. \_\_\_\_ Photos of the Project site.
13. \_\_\_\_ Copies of all permits, leases, agreements, etc., affecting Project lands or operation and maintenance.
14. \_\_\_\_ Written narrative justifying Project (needs-basis only).



## **APPENDIX B – SAMPLE RESOLUTION**

Resolution No: \_\_\_\_\_

**RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)**

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE  
ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND RECREATION PROGRAM  
UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND  
COASTAL PROTECTION BOND ACT OF 2000**

For \_\_\_\_\_  
(Project)

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the Project shown above; and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant program, setting up necessary procedures; and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Grantee to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Grantee will enter into a contract with the State of California for subject Project(s);

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_  
(GRANTEE)

1. Approves the filing for local assistance funds from the **Roberti-Z'Berg-Harris Urban Open Space and Recreation Program under the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000**; and
2. Certifies that Grantee has or will have sufficient funds to operate and maintain the Project(s); and
3. Certifies that Grantee has reviewed, understands and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
4. Certifies that Grantee has or will have available, prior to commencement of any work on the Project(s) included in this Application, the required Match; and
5. Certifies that the Project(s) included in this Application conform to the recreation element of any applicable city or county general plan; and

6. Appoints the (designated position) \_\_\_\_\_ as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of Project(s); and

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by (Governing Body) following a roll call vote:

Ayes

Noes

Absent

\_\_\_\_\_  
(Clerk)

## **APPENDIX C – GRANT CONTRACT**

State of California – The Resources Agency  
Department of Parks and Recreation

**GRANT CONTRACT**

**Roberti-Z'berg-Harris Urban Open Space and Recreation Grant Program (NEEDS BASIS)**

GRANTEE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT NUMBER \_\_\_\_\_

Funds available from \_\_\_\_\_ thru \_\_\_\_\_

Under the terms and conditions of this agreement, the applicant agrees to complete the Project as described in the Project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act, (*Public Resources Code* Section 5620 et. seq.) and the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (*Public Resources Code* Section 5096.300 et. seq.), agrees to fund the Project(s) up to the total state grant amount indicated.

**PROJECT DESCRIPTION:**

Total State Grant not to exceed \$ \_\_\_\_\_ (or 70 percent of project costs, whichever is less)

\_\_\_\_\_  
Grantee

The General Provisions attached are made a part of and incorporated into the Contract.

By \_\_\_\_\_  
Signature of Authorized Representative

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

I hereby certify that the Grantee has met, or will meet, all federal, state and local environmental, public health, relocation, affirmative action, and clearinghouse requirements and all other appropriate codes, laws, and regulations prior to the expenditure of the grant funds.  
(*Public Resources Code* 5626(d))

Signed \_\_\_\_\_  
(Signed – Legal Counsel for Grantee)

\_\_\_\_\_  
Date

**CERTIFICATE OF FUNDING**

CONTRACT NUMBER				FUND		
PROJECT NO.		AMOUNT OF THIS ESTIMATE		APPROPRIATION		
UNENCUMBERED BALANCE		ITEM		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX.	OBJ. EXPEND	PCA.	PROJECT/WORK PHASE.	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						
SIGNATURE OF ACCOUNTING OFFICER					DATE	

**DPR XXX (5/01)**

## ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND RECREATION PROGRAM ACT

### Project Contract Special Provisions

#### General Provisions

##### A. Definitions

1. The term "Acquisition" as used herein means Acquisition from a willing seller a fee interest or any other interest, including easements and Development rights, in real property from a willing seller.
2. The term "Act" as used herein means the Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act.
3. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" as used herein means improvements to real property by construction of new facilities or Renovation or additions to existing facilities.
5. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Contract.
6. The term "Project" as used herein means the Project which is described on Page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

##### B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grantee a sum of money (grant moneys) not to exceed the amount stated on Page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on Page 1, and under the terms and conditions set forth in this Contract.  
Grantee agrees to furnish at least thirty (30) percent of the total cost of the Project unless waived per the procedures stated in the current State Procedural Guide for the Act and to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with the California Environmental Quality Act (*Public Resources Code*, Section 21000, et. seq.).
4. If the Project includes Development, the Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
5. Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval. For competitive Projects, changes in the Project Scope must be approved in writing by the State and must meet the exact, same need described in the original Project Application.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.
8. Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
9. Pursuant to guidelines issued by the Secretary of the Resources Agency, all recipients of funding shall post signs acknowledging the source of funds (See Appendix page 49).
10. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land as determined by the State that is held by the Grantee.

11. Grantee shall maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project. With the approval of the department, the grantee, or the grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a use authorized by that category.
12. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.
13. The Application shall be accompanied by certification from the Grantees' planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, or appropriate planning document, as the case may be and will satisfy a high priority need.

C. Project Costs

The Grant monies to be provided Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the State grant amount set forth on page 1 of this Contract:
  - a. When Acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition when an escrow is opened.
2. If the Project includes Development, the State may disburse to Grantee the grant monies as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project grant amount.
  - b. On proof of award of a construction contract or commencement of construction by Force Account, up to eighty percent of the total Project grant amount, or the actual cost, whichever is less.
  - c. Remaining grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit written Project reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place monies in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's Jurisdiction.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between Grantee and State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or Historical Resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.

5. Grantee and State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent Jurisdiction. Neither party shall request a jury apportionment.
5. Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

1. If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.



## **APPENDIX D - PAYMENT REQUEST FORM**

State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**PAYMENT REQUEST  
State Grant Programs**

See Instructions on reverse

<b>1. PROJECT NUMBER</b>	<b>2. CONTRACT NUMBER</b>	
<b>3. GRANTEE</b>		
<b>4. PROJECT TITLE</b>		
<b>5. TYPE OF PAYMENT</b>		
<b>ADVANCE</b> <input type="checkbox"/>	<b>REIMBURSEMENT</b> <input type="checkbox"/>	<b>FINAL</b> <input type="checkbox"/>

**6. PAYMENT INFORMATION**  
(ROUND ALL FIGURES TO THE NEAREST DOLLAR)

a. Project Amount	\$	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
b. Funds Received to Date	\$	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
c. Available (a. minus b.)	\$	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
d. Amount of This Request	\$	<div style="border: 2px solid black; width: 100%; height: 25px;"></div>
e. Remaining Funds After This Payment (c. minus d.)	\$	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>

**7. SEND WARRANT TO**

GRANTEE NAME

STREET ADDRESS

CITY, STATE, ZIP CODE

ATTENTION

**8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION**

TITLE

DATE

**FOR DEPARTMENT OF PARKS AND RECREATION ONLY**

PAYMENT APPROVAL SIGNATURE

DATE

## **PAYMENT INSTRUCTIONS**

### **One Payment Request Form must be submitted for each Project**

The following instructions are keyed to corresponding items on the Payment Request Form:

1. PROJECT NUMBER -- The number assigned by the State to this Project.
2. CONTRACT NUMBER -- As shown in Certification of Funding section of the Project Contract.
3. GRANTEE -- GRANTEE name as shown on the Project Contract.
4. PROJECT TITLE -- Title of Project for which payment is requested.
5. TYPE OF PAYMENT -- Check appropriate box.
6. PAYMENT INFORMATION
  - (a) Project Amount -- The amount of state grant funds allocated to this Project.
  - (b) Funds Received to Date -- Total amount already received for this Project.
  - (c) Available -- (a. minus b.)
  - (d) Amount of This Payment Request -- Amount that is being requested.
  - (e) Remaining Funds After This Payment -- (c. minus d.)
7. SEND WARRANT TO -- Grantee name, address and contact person.
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE.

## **APPENDIX E - PROJECT COMPLETION FORMS**

## **PROJECT COMPLETION STATE PARK GRANT PROGRAMS**

These forms are necessary to complete State grant Projects. Any questions should be directed to your Project Officer.

1. READ ALL FORMS. Share them with individuals who will be preparing the financial documents.
2. Use these forms for all State grant programs. Make copies of the forms as needed.
3. FORMS: The forms have been designed for your convenience. You may elect to use another format provided that all requested information is presented in a clear and concise manner.
4. REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION, AND AT LEAST ONE YEAR FOLLOWING AN AUDIT. A Project is considered complete upon receipt of final grant payment from the State.
5. The specific State grant program procedural guide provides further information on Project administration.

## PROJECT COMPLETION CHECKLIST

Please submit the following documentation to receive final payment for the grant Project. Incomplete documentation may result in a delayed payment.

### REQUIRED:

1. Payment Request Form – One copy of the payment request form, DPR 212, signed by authorized representative.
2. Project Certification Form – Insure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.
3. Project Cost Summary Form – Use this form or equivalent for final payment requests and reimbursement requests to summarize all Project costs. Include warrant number, date, recipient, purpose (i.e. construction Contract, fencing materials) and amount.

### IF APPLICABLE:

4. Labor Costs Summary Form – Summarize any in-house labor costs charged to the Project, the summary should note the location of source documentation to verify the summary (i.e., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits, no overhead.
5. Equipment Cost Summary Form – include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (i.e., Department of Transportation standards).

## PROJECT CERTIFICATION FORM

GRANTEE \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

GRANTEE CONTACT FOR AUDIT PURPOSES NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ \_\_\_\_\_

HAS A NOTICE OF COMPLETION BEEN FILED? YES \_\_\_\_\_ NO \_\_\_\_\_

IF NO, PLEASE EXPLAIN:

### CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) and that the Project(s) is complete and we have made final payment for all work done.

\_\_\_\_\_  
Grantee Fiscal Representative, Title

\_\_\_\_\_  
Date

## PROJECT COSTS SUMMARY FORM

Project Number \_\_\_\_\_

**WARRANT  
NUMBER**

**DATE**

**RECIPIENT  
AMOUNT**

**PURPOSE**

---

**Total labor Costs (from attached form)**

**\$ \_\_\_\_\_**

**Total Equipment Costs (from attached form)**

**\$ \_\_\_\_\_**

**Grand Total \$ \_\_\_\_\_**



## LABOR COSTS SUMMARY FORM

Project Number \_\_\_\_\_

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount
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(Carry Total forward to Project Costs Summary Form) Total \$ \_\_\_\_\_

## EQUIPMENT COSTS SUMMARY FORM

Project Number \_\_\_\_\_

Type of Equipment	Dates Work Performed	Amount
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(Carry Total forward to Project Costs Summary Form) Total \$ \_\_\_\_\_

## APPENDIX F - LAND TENURE SCALE

## Minimum Land Tenure Requirements

Applicants must certify to the Department that they have adequate control of, and Tenure to, properties to be improved under the 2000 Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint-powers agreement, or other long term interest in the property.

The Department recognizes that specific recreation activities may change over time, however, the property must remain available for public recreation use.

The Grantee shall:

- (1) Maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local Matching funds or property allocated to the capital costs of the project (See time scale below). With the approval of the Department, the Grantee or, the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. A lease or other short-term agreement cannot be revocable at will by the lessor.
- (2) Use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the legislature.

### TIME SCALE

The Department requires that the Grantee agree to use the property for public recreation use according to the time scale given below.

- Grants up to \$100,000 require at least 5 years of Land Tenure and Public Recreation Operation;
- Grants from \$100,001 up to \$200,000 require at least 10 years of Land Tenure and Public Recreation Operation;
- Grants from \$200,001 up to \$500,000 requires at least 15 years of Land Tenure and Public Recreation Operation
- Grants from \$500,001 up to \$1,000,000 requires at least 20 years of Land Tenure and Public Recreation Operation;
- Grants over \$1,000,000 requires at least 25 years of Land Tenure and Public Recreation Operation

*Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.342(b), Section 5096.343, [Public Resources Code](#).*

## **APPENDIX G - SIGN GUIDELINES**

## **SIGN GUIDELINES**

### **Authority**

All Projects funded by the “The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000” ([2000 Bond Act](#)) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

### **Purpose:**

Installation of signs at all Project sites is required to acknowledge the public’s support of the 2000 Parks Bond Act and promote the benefits provided by Bond fund assistance.

### **Types of Signs**

#### **1. Signs Posted Upon Completion (required for all Projects)**

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

#### **2. Sign posted during construction (required for specific situations)**

For Projects funded with 2000 Park Bond Act funds in excess of \$750,000 and/or those Project in areas of high visibility (such as near a major thoroughfare) a sign is required during construction.

Recommended minimum size of sign: 4.5 feet x 7.5 feet

### **Language for Sign**

All signs will contain the minimum language below:

#### **(Description of Project)**

***Another Project to Improve California Parks*** (optional: coast, trails, urban parks, etc) ***funded by the 2000 Parks Bond Act***

Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

**Rusty Arieas, Director California Department of Park and Recreation**

**Mary Nichols, Secretary for Resources**

**Gray Davis, Governor**

The name of the director of the Local Agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

### **Universal Logo**

All signs will contain a universal logo (a copy is below) which will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet <http://resources.ca.gov/bond/>. Your Project officer can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

### **Sign Construction:**

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

### **Sign Duration:**

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

**Sign Cost:**

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

**Appropriateness of Signs:**

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Officer in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond Project. Archaeological sites are excluded from the sign requirement.

**Signs on State Highways**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

**Further Questions:**

The Grantee should consult with the Project Officer to resolve any sign issues

*Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.309, [Public Resources Code](#).*





## **APPENDIX H – LOCAL MATCH CERTIFICATION FORM**

State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**LOCAL MATCH CERTIFICATION FORM**  
**ROBERTI-Z'BERG-HARRIS URBAN OPEN-SPACE AND RECREATION PROGRAM**

Certification shall be made by the Grantee at least thirty (30) days prior to actual release of state funds pursuant to Public Resources Code Section 5627(e). This certification form applies only to the Match from private or nonstate sources (1/7th of the Grant Amount)

The Grantee \_\_\_\_\_  
certifies that there is available, or will become available prior to the encumbrance of any State funds for any work on the Project for which application for a grant has been made, the required Match from private or nonstate sources.

(Round All Figures to the Nearest Dollar)

<b>Total Grant Amount Requested</b>	\$ _____
<b>Sources of Private or Nonstate Match</b>	<b>Match Amount</b>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL MATCH</b> <b>(Should equal or exceed 1/7<sup>th</sup> of the total grant requested)</b>	\$ _____
<b>Signature of Authorized Representative</b>	<b>Date</b>
_____	_____

**Note:** If the Match is calculated as a percentage of the total amount granted, in that fiscal year, the grant amount requested should equal the agency's total Grant Amount. If not, the grant amount requested should equal the amount assigned to the specific Project in question.

## **APPENDIX I – AGRICULTURAL LAND ISSUES**

## **AGRICULTURAL LAND ISSUES**

Grant Applicants must do the following prior to acquiring either agricultural lands, or any other lands the Acquisition of which may have an adverse economic impact on neighboring agricultural operations:

- Hold a public hearing in the County in which the proposed Project is located, at which the public may comment on the proposed Project.
- Ensure that a hearing notice is published at least twice in a newspaper of general circulation in the County.

Applicants must attach documentation to their Application to substantiate that they completed these requirements.

*Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5625.3, [Public Resources Code](#).*